

Recorded at the Request of:
Michael D. Bohannon, PLLC
P. O. Box 2326
Poulsbo, WA 98370



Skagit County Auditor \$77.00
8/26/2015 Page 1 of 6 2:17PM

NOTICE OF TRUSTEE'S SALE

GUARDIAN NORTHWEST TITLE CO.

Reference Number: 200706220137
Grantor: Concorde Properties, Inc., a Washington corporation
Grantee: Heritage Bank, successor by merger to Whidbey Island Bank
Legal Description: Lots 1, 2, 3, 8, 14, 21, 22, 24, 25, 26 & 27, Deception Shores PUD
Tax Parcel Numbers: 4780-000-001-0000; 4780-000-002-0000; 4780-000-003-0000;
4780-000-008-0000; 4780-000-014-0000; 4780-000-021-0000;
4780-000-022-0000; 4780-000-024-0000; 4780-000-025-0000;
4780-000-026-0000 and 4780-000-027-0000

Pursuant to the Revised Code of Washington, Chapter 61.24:

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Michael D. Bohannon, PLLC (the "Trustee") will on **Friday, December 18, 2015 at 10:00 a.m.**, at the main entrance of the Skagit County Courthouse, located at 205 W. Kincaid Street, Mount Vernon, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following-described real property, situated in the County of Skagit, State of Washington:

Lots 1, 2, 3, 8, 14, 21, 22, 24, 25, 26 and 27 DECEPTION SHORES PLANNED UNIT DEVELOPMENT, according to the plat thereof recorded on September 10, 2001, in Skagit County as Auditor's File No. 200109100117, records of Skagit County, Washington, situate in a portion of Government Lots 3, 4, 5 and 6, Section 24, Township 34 North, Range 1 East of the Willamette Meridian.

Situate in Skagit County, Washington.

TOGETHER WITH all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties and

profits relating to such real property, including without limitation all minerals, oil, gas, geothermal and similar matters;

TOGETHER WITH all leases, rents and profits of the property; and

TOGETHER WITH all equipment, fixtures and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the real property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property, and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) for any sale or other disposition of the property.

The above described real property and personal property are collectively referred to as the "Property".

The tax parcel numbers and abbreviated legal description are provided solely to comply with the recording statutes and are not intended to supplement, amend or supersede the real property's full legal description provided herein.

The Property is subject to a Deed of Trust dated June 18, 2007, and recorded June 22, 2007, under recording no. 200706220137, records of Skagit County, Washington (the "Deed of Trust"), from Concorde Properties, Inc., a Washington corporation ("Grantor" or "Borrower"), as Grantor, in favor of Chicago Title Company-Mount Vernon as initial Trustee, to secure an obligation in favor of Heritage Bank (the "Beneficiary"), successor by merger to Whidbey Island Bank, as the Beneficiary.

The Deed of Trust secures all of Borrower's obligations under that certain Promissory Note dated June 18, 2007, in the principal amount of \$2,863,900.00, which Promissory Note was modified by those certain Change In Terms Agreements dated September 12, 2007, June 19, 2009, September 28, 2009, September 19, 2011, December 15, 2011, April 27, 2012 and July 5, 2012 (collectively, the "Note"), executed by Borrower as maker in favor of Beneficiary as payee. The Beneficiary is the owner and holder of the Note and other obligations secured by the Deed of Trust and is entitled to enforce same.

All obligations of the Borrower referenced herein are guaranteed unconditionally by Gilbert L. Villarreal under those certain Commercial Guarantees dated April 13, 2007, September 25, 2009 and July 5, 2012, and by Suzanne P. Villarreal under those certain Commercial Guarantees dated September 28, 2009 and July 5, 2012 (collectively, the "Guarantors").

II

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligations secured by the Deed of Trust in any Court by reason of the Borrower's or Grantor's default on the obligations secured by the Deed of Trust.

III

The defaults for which this foreclosure is made are as follows. Failure to pay when due the following amounts which are now in arrears:

1. Payment Default

The loan has matured and is due and payable in full. As of August 24, 2015, the Beneficiary declares Borrower in default for failure to pay principal, interest and late charges on the Note, together with accrued and accruing interest, charges, fees and costs as herein set forth:

CURRENTLY DUE TO REINSTATE AS OF AUGUST 24, 2015		AMOUNT
(a)	Principal	\$714,977.76
(b)	Interest	18,788.02
(c)	Late charges	2,589.87
TOTAL		\$736,355.65
CHARGES, COSTS AND FEES		
(a)	Trustee's Fee	\$2,500.00 (estimated)
(b)	Advances by Beneficiary	7,530.45
(c)	Trustee's Sale Guarantee	1,558.06
(d)	Service/posting of notices	50.00 (estimated)
(e)	Postage/copying expense	480.00 (estimated)
(f)	Recording fees	100.00 (estimated)
TOTAL CHARGES, COSTS AND FEES		\$12,218.51 (estimated)
TOTAL ESTIMATED AMOUNT TO REINSTATE AS OF AUGUST 24, 2015		\$748,574.16 (estimated)

2. Taxes and Assessments Unpaid and Overdue

The Beneficiary declares Borrower/Grantor in default for failure to pay timely property taxes due for 2013, 2014 and first half of 2015 on the real property as is required under the Deed of Trust. Such defaults remain uncured as of the date of this Notice of Trustee's Sale. The default under the Deed of Trust is an Event of Default under the Note.

If any other events of default under the Deed of Trust exist at any time prior to reinstatement, including but not limited to payment of taxes and assessments in connection with the Property, they must also be cured in order to reinstate the Deed of Trust. The foregoing amounts will increase with the passage of time. You should contact the undersigned Trustee for a current reinstatement amount.

IV

The sum owing on the obligations secured by the Deed of Trust is: Principal **\$714,977.76**, together with interest as provided in the underlying loan documents and such other costs and fees as are due under the Note and the other loan documents and as are provided by statute.

V

The above-described Property will be sold to satisfy the expense of sale and the obligations secured by the Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on **December 18, 2015**. The defaults referred to in Section III must be cured before **December 7, 2015**, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before **December 7, 2015**, the defaults as set forth in Section III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time on or after **December 7, 2015**, and before the sale by the Borrower, Grantor, any Guarantor, or the holder of any recorded junior lien or encumbrance paying the entire principal and interest secured by the Deed of Trust, plus costs, fees, and advances, if any, made pursuant to the terms of the obligation and/or the Deed of Trust, and paying all other amounts owing on the obligations secured by the Deed of Trust.

VI

A written Notice of Default was transmitted by the Trustee to the Borrower, Grantor and Guarantors at the following addresses:

Gilbert L. Villarreal
Suzanne P. Villarreal
2515 Pond Vallee Drive
Oakland, MI 48363-2947

Concorde Properties, Inc.
Attn: Suzanne P. Villarreal
Registered Agent
3002 N. Oak Harbor Road
Oak Harbor, WA 98277

by both first class mail and certified mail on July 22, 2015, proof of which is in the possession of the Trustee; and on July 23, 2015, the written Notice of Default was posted in a conspicuous place on the Property described in Section I above, and the Trustee has possession of proof of such posting.

VII

The Trustee, whose name and address are set forth below, will provide in writing to anyone requesting it, a statement of all costs and fees due at any time prior to the sale

Michael D. Bohannon, PLLC, Trustee
19586 10th Avenue NE, Suite 300
P. O. Box 2326
Poulsbo, WA 98370
(360) 779-6665

VIII

The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their interest in the above-described Property.

IX

Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

X

NOTICE TO OCCUPANTS OR TENANTS

The purchaser at the Trustee's sale is entitled to possession of the Property on the 20th day following the sale, as against the Grantor under the Deed of Trust (the owner) and anyone having an interest junior to the Deed of Trust, including occupants who are not tenants. After the 20th day following the sale the purchaser has the right to evict occupants who are not tenants by summary proceedings under Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

XI

NOTICE TO GUARANTORS

The following notice is provided to Gilbert L. Villarreal and Suzanne P. Villarreal:

NOTICE TO ALL PERSONS AND PARTIES WHO ARE GUARANTORS OF THE OBLIGATIONS SECURED BY THIS DEED OF TRUST: (1) the Guarantors may be liable for a deficiency judgment to the extent the sale price obtained at the Trustee's sale is less than the debt secured by the Deed of Trust; (2) the Guarantors have the same rights to reinstate the debt, cure the default, or repay the debt as is given to the Grantor in order to avoid the Trustee's sale; (3) the Guarantors will have no right to redeem the Property after the Trustee's sale; (4) subject to such longer periods as are provided in the Washington Deed of Trust Act, Chapter 61.24 RCW, any action brought to enforce a guaranty must be commenced within one year after the Trustee's sale, or the last Trustee's sale under any deed of trust granted to secure the same debt; and (5) in any action for a deficiency, the Guarantors will have the right to establish the fair value of the Property as of the date of the Trustee's sale, less prior liens and encumbrances, and to limit its liability for a deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the Trustee's sale, plus interest and costs.

XII

RELATED DEED OF TRUST AND NOTICE OF TRUSTEE'S SALE:

Beneficiary has mailed and posted a separate notice of trustee's sale (the "Related Notice of Trustee's Sale") pursuant to Revised Code of Washington chapter 61.24 under the following (as the same may have been modified or amended, the "Related Deed of Trust"): a Related Deed of Trust recorded on

August 13, 2012, under recording no. 4321000, records of Island County, Washington. The Related Deed of Trust secures the same obligations secured by the Deed of Trust described in Section III of this Notice of Trustee's Sale. The payment of the obligations described in Section III of this Notice of Trustee's Sale will constitute payment towards the obligations described in Sections III of the Related Notice of Trustee's Sale and vice versa.

DATED August 24, 2015.

MICHAEL D. BOHANNON, PLLC, Trustee


MICHAEL D. BOHANNON, Manager

For further information please call (360) 779-6665

THIS IS AN ATTEMPT TO COLLECT A DEBT AND INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU HAVE OR ARE IN THE PROCESS OF OBTAINING DISCHARGE OF THE DEBT FROM A BANKRUPTCY COURT, THIS DOCUMENT IS NOT AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF LIEN RIGHTS AGAINST THE PROPERTY.

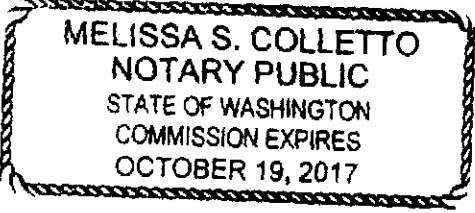
STATE OF WASHINGTON)


: ss

County of Kitsap)

I certify that I know or have satisfactory evidence that MICHAEL D. BOHANNON is the person who appeared before me, and said person acknowledged that he signed this instrument on oath stated that he was authorized to execute the instrument and acknowledge it as the Manager of Michael D. Bohannon, PLLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 24th day of August, 2015.


MELISSA S. COLLETTO
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 19, 2017


Printed Name: Melissa S. Colletto
NOTARY PUBLIC in and for the State of Washington
Residing at: Poulsbo, WA
My Commission Expires: 10/19/17